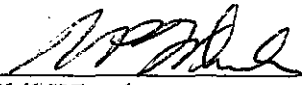


04-550

AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA
AND
THE MINISTER OF DEFENSE
OF THE FRENCH REPUBLIC
CONCERNING
COMMON OPERATIONAL PICTURE INTEROPERABILITY FOR
COALITION WARFARE

Certified to be a true copy:


Phil Wheeler
International Agreements Specialist
Navy International Programs Office

SEP 1 2004

TABLE OF CONTENTS

PREAMBLE.....	2
ARTICLE I	
DEFINITIONS	3
ARTICLE II	
OBJECTIVES	5
ARTICLE III	
SCOPE OF WORK	6
ARTICLE IV	
MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)	8
ARTICLE V	
FINANCIAL ARRANGEMENTS.....	9
ARTICLE VI	
CONTRACTUAL ARRANGEMENTS	11
ARTICLE VII	
DISCLOSURE AND USE OF PROJECT INFORMATION	13
ARTICLE VIII	
CONTROLLED UNCLASSIFIED INFORMATION.....	17
ARTICLE IX	
VISITS TO ESTABLISHMENTS	18
ARTICLE X	
SECURITY	19
ARTICLE XI	
THIRD PARTY SALES AND TRANSFERS	22
ARTICLE XII	
LIABILITY AND CLAIMS	23
ARTICLE XIII	
CUSTOM DUTIES, TAXES, AND SIMILAR CHARGES	24
SECTION XIV	
SETTLEMENT OF DISPUTES	25
ARTICLE XV	
LANGUAGE.....	26
ARTICLE XVI	
AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION.....	27
ANNEX A	
MANAGEMENT AND ORGANIZATIONS.....	30
ANNEX B	
FINANCIAL MATTERS.....	31

PREAMBLE

The Department of Defense of the United States of America and Minister of Defense of the French Republic, hereinafter referred to as the "Parties":

Having a common interest in defense;

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of military equipment;

Desiring to improve their respective conventional defense capabilities through the application of emerging technology;

Having a mutual need for the research and development of software to enable application-to-application communication to satisfy operational requirements;

Having independently conducted studies, exploratory development, and testing of the applications of various technologies, recognize the benefits of cooperation in the Common Operational Picture Interoperability for Coalition Warfare;

Have agreed as follows:

ARTICLE I

DEFINITIONS

The Parties have agreed upon the following definitions for terms used in this Agreement:

Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking. It may be in oral, visual, magnetic, or documentary form, or in the form of equipment or technology.
Contract	Any mutually binding legal relationship under national law that obligates a Contractor to furnish supplies or services, and obligates one or both of the Parties to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the government organizations of the Parties. Contracting includes description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the government organization of a Party that has authority to enter into, administer, and/or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Party who has the authority to enter into, administer, and/or terminate Contracts.
Contractor	Any entity awarded a Contract by a Party's Contracting Agency.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under this Agreement, the information shall be marked to identify its "in confidence" nature. It could include information that has been declassified, but remains controlled.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of either Party.

Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this Agreement.
Financial Costs	Project costs met with monetary contributions.
Non-Financial Costs	Project costs met with non-monetary contributions.
Patent	Legal protection of the right to exclude others from making, using, or selling an invention.
Project	Specific collaborative activity described in this Agreement.
Project Background Information	Information not generated in the performance of the Project.
Project Foreground Information	Information generated in the performance of the Project.
Project Information	Any information provided to, generated in, or used in the performance of the Project regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyright, Patent, or other legal protection.
Project Invention	Any invention or discovery formulated or made in the course of work performed under a Project.
Third Party	A government other than the government of a Party and any person or other entity whose government is not the government of a Party.

ARTICLE II

OBJECTIVES

2.1. The overall objective of this Agreement is to develop the information architecture, Command and Control algorithms, and software infrastructure that will be required to support the interoperability of the Operational Picture (OP) for coalition warfare in a tactical environment. The specific objectives are to:

- 2.1.1. identify and develop coalition information and software architecture to exchange OP information between the Parties, and to develop a realistic operational scenario for one or more "threads of operation" for coalition operations, including Land Attack Warfare.
- 2.1.2. research and develop a command and control description language and discovery mechanisms to enable the Parties to locate each other and their respective bodies of sharable information on a coalition network.
- 2.1.3. research and develop middleware (a layer of software that operates at the application layer and that facilitates interoperability between user applications and legacy systems; in addition, middleware often provides services such as authentication, directory services via a service description language, message transformation, and transport mechanisms) to enable direct communications between the Parties' command and control systems to enable the production of useful products such as a coalition operational picture.
- 2.1.4. evaluate, through experimental demonstration, the effectiveness of advanced software techniques and tools to support the acquisition, development, and sharing of an OP in a coalition environment.

ARTICLE III

SCOPE OF WORK

- 3.1. The overall work to be undertaken under this Agreement includes:
 - 3.1.1. Define and develop an information architecture for U.S.-France OP interoperability.
 - 3.1.2. Define the set of command and control data to be exchanged over the architecture and formulate a demonstration plan to include a simulated operational scenario for one or more "threads of operation."
 - 3.1.3. Implement the defined architecture and develop the relevant command and control algorithms and middleware using commercial technologies and standards.
 - 3.1.4. Perform a land-based demonstration using a defined Land Attack Warfare scenario. If possible, perform an at-sea demonstration.
 - 3.1.5. Produce a final report documenting the results, observations, lessons-learned, and recommendations.
- 3.2. The sharing of tasks will be as follows:
 - 3.2.1. The U.S. DoD will provide the software infrastructure required to interface to the U.S. Global Command and Control System – Maritime (GCCS-M). The U.S. DoD will produce the software necessary to directly interface with GCCS-M or its successor.
 - 3.2.2. The French MoD will provide the software infrastructure required to interface to the French Aide au COMmandement (ACOM) system. The French MoD will produce the software necessary to directly interface with ACOM or its successor.
 - 3.2.3. The U.S. DoD and French MoD will jointly develop the discovery mechanisms, the information architecture, and the middleware (to include the software messaging services and the web service description language). U.S. DoD and French MoD will jointly perform a land-based demonstration, and, if possible, perform an at- sea demonstration. U.S. DoD and French MoD will jointly prepare a final report.

3.3. The schedule of tasks is as follows:

PHASES	START	END
Development of the information architecture	Upon Signature	3 months after signature
Identification of the set of command and control data to be exchanged and formulation of demonstration plan to include a simulated operational scenario for one or more "threads of operation"	Upon end of Phase 1	3 months after start of Phase 2
Research and development of command and control description language and discovery mechanisms, and develop middleware	Upon end of Phase 2	18 months after signature
Conduct land-based demonstration using scenario defined in Phase 2, and an at-sea demonstration if possible	Upon end of Phase 3	3 months after start of Phase 4
Prepare a final report	Upon end of Phase 4	3 months after start of Phase 5

The final report must be transmitted to the SC six months before the termination date of this Agreement.

ARTICLE IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1. This Agreement shall be directed and administered on behalf of the Parties by an organization consisting of a Steering Committee (SC) and Project Officers (POs) from each Party. The persons assigned to these positions are identified in Annex A, Management and Organizations.

4.2. The SC shall be responsible for:

- 4.2.1. providing policy and management direction to the POs during Project execution;
- 4.2.2. monitoring overall Project implementation, including technical, cost, and schedule performance against requirements;
- 4.2.3. resolving issues brought forth by the POs;
- 4.2.4. maintaining oversight of the security aspects of the Project, including reviewing and obtaining approval from the appropriate Designated Security Authority (DSA) of a Project Security Instruction (PSI) and a Classification Guide (CG) prior to the transfer of Classified Information or Controlled Unclassified Information;
- 4.2.5. appointing a Project security officer;
- 4.2.6. establishing the detailed financial procedures of the Project; and
- 4.2.7. monitoring Third Party sales and transfers authorized in accordance with Article XI (Third Party Sales and Transfers).

4.3. The POs shall have primary responsibility for effective implementation, efficient management and direction of the Project including technical, security, cost, and schedule performance against requirements. They shall develop and forward to the SC a PSI and a CG for the Project within three months after Agreement signature, and implement them upon final approval. They shall refer issues to the SC that they cannot resolve.

4.4. The SC and POs shall meet as necessary, alternately in the United States and France. The Chairman for each meeting shall be the senior official of the host Party. During such meetings, all decisions shall be made unanimously with each Party having one vote. In the event that the Parties are unable to reach a timely decision on an issue, each Party shall refer the issue to its higher authority for resolution. In the meantime, the Project shall continue to be implemented without interruption under the direction of the POs while the issue is being resolved by higher authority.

ARTICLE V

FINANCIAL ARRANGEMENTS

5.1. Each Party shall contribute its equitable share of the full Financial Costs and Non-financial Costs of the Project, including overhead costs, administrative costs, and costs of claims, and shall receive an equitable share of the results of the Project.

5.2. The cost of performance of U.S. DoD tasks under this Agreement shall not exceed the sum of \$1.24 million U.S. Dollars and the cost of performance of French MoD tasks under this Agreement shall not exceed the sum of 1.17 million Euro. Cooperative efforts of the Parties over and above the jointly agreed tasks set forth in Article III (Scope of Work) shall be subject to amendment to this Agreement.

5.3. The POs will be responsible for establishing the detailed financial management procedures under which the Project will operate. These procedures will be detailed in a financial management procedures document (FMPD) proposed by the POs and subject to the approval of the SC.

5.4. Both Parties shall perform, or have performed, their tasks and shall use their best efforts to perform the tasks within the Financial Cost Ceilings specified in paragraph 5.2. and in Annex B, (Financial Matters). Both Parties shall bear the full costs they incur for performing, managing, and administering their own activities under this Agreement, including the costs of any Contracts.

5.5. The non-financial contributions of the Parties are as follows:

5.5.1. The U.S. DoD shall provide the following non-financial contributions:

Hardware/software testbeds

5.5.2. The French MoD shall provide the following non-financial contributions:

Hardware/software testbeds

5.6. The following costs shall be borne entirely by the Party incurring the costs or on whose behalf the costs are incurred:

5.6.1. costs associated with any unique national requirements identified by a Party; and

5.6.2. any other costs not expressly stated as shared costs or any other costs outside the scope of this Agreement.

5.7. A Party shall promptly notify the other Party if available funds will not be adequate to fulfill its obligations as agreed under this Agreement. If it appears that the Cost Ceiling will be exceeded, the Parties shall immediately consult with a view toward continuation on a modified basis.

ARTICLE VI

CONTRACTUAL ARRANGEMENTS

6.1. If either Party determines that Contracting is necessary to fulfill its obligations under the scope of work of this Agreement, that Party shall contract in accordance with its respective national laws, regulations and procedures. When applicable, contract administration services shall be performed in accordance with the Memorandum of Understanding between the Government of the United States of America and the Government of the French Republic concerning the Principles Governing Reciprocal Purchases of Defense Equipment of May 22, 1978, as amended.

6.2. When one Party individually contracts to carry out a task under this Agreement, it shall be solely responsible for its own contracting, and the other Party shall not be subject to any liability arising from such Contracts without its written consent.

6.3. For all Contracting activities performed by either Party, the POs shall, upon request, be provided a copy of all statements of work prior to the development of solicitations to ensure that they are consistent with the provisions of this Agreement.

6.4. For all Contracting activities performed by either Party, each Party's Contracting Agency shall negotiate to obtain the rights to use and disclose Project Information required by Article VII (Disclosure and Use of Project Information). Each Party's Contracting Agency shall insert into its prospective Contracts (and require its Contractors to insert in subcontracts) suitable provisions to satisfy the requirements of this Agreement, including Article VII (Disclosure and Use of Project Information), Article VIII (Controlled Unclassified Information), Article X (Security), and Article XI (Third Party Sales and Transfers). During the Contracting process, each Party's Contracting Officer shall advise prospective Contractors of their obligation to notify the Contracting Agency immediately if they are subject to any license or agreement that will restrict that Party's freedom to disclose Project Information or permit its use. The Contracting Officer shall also advise prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that will result in such restrictions.

6.5. In the event a Party's Contracting Agency is unable to secure adequate rights to use and disclose Project Information as required by Article VII (Disclosure and Use of Project Information), or is notified by Contractors or prospective Contractors of any restrictions on the disclosure and use of Project Information, that Party's PO shall notify the other Party's PO of the restriction(s).

6.6. Each Party's PO shall promptly advise the other Party's PO of any cost growth, schedule delay, or performance problems of any Contractor for which its Contracting Agency is responsible.

6.7. No requirement shall be imposed by either Party for worksharing or other industrial or commercial compensation in connection with this Agreement that is not in accordance with this Agreement.

ARTICLE VII

DISCLOSURE AND USE OF PROJECT INFORMATION

7.1. General

- 7.1.1. Both Parties recognize that successful collaboration depends on full and prompt exchange of information necessary for carrying out this Project. The Parties intend to acquire sufficient Project Information and rights to use such information to enable development and testing of software to permit communication between the U.S. Navy's GCCS-M and the French ACOM system. The nature and amount of Project Information to be acquired shall be consistent with Article II (Objectives) and Article III (Scope of Work) of this Agreement.

7.2. Government Project Foreground Information

- 7.2.1 Disclosure: Project Foreground Information generated in whole or in part by a Party's military or civilian employees shall be disclosed without charge to both Parties.
- 7.2.2 Use: Each Party may use or have used on its behalf all Government Project Foreground Information without charge for its Defense Purposes. The Party generating Government Project Foreground Information shall retain its rights of use thereto. Any sale or other transfer to a Third Party shall be subject to the provisions of Article XI (Third Party Sales and Transfers) of this Agreement.

7.3. Government Project Background Information

- 7.3.1. Disclosure: Each Party, upon request, shall disclose to the other Party any relevant Government Project Background Information generated by its military or civilian employees, provided that:
 - 7.3.1.1. such Government Project Background Information is necessary to or useful in the Project. The Party in possession of the information shall determine whether it is "necessary to" or "useful in" the Project;
 - 7.3.1.2. such Government Project Background Information may be made available without incurring liability to holders of proprietary rights; and
 - 7.3.1.3. disclosure is consistent with national disclosure policies and regulations of the furnishing Party.

- 7.3.2. Use: Government Project Background Information disclosed by one Party to the other may be used without charge by the other Party for project purposes only. The furnishing Party shall retain its rights with respect to such Government Project Background Information.

7.4. Contractor Project Foreground Information

- 7.4.1. Disclosure: Project Foreground Information generated and delivered by Contractors shall be disclosed without charge to both Parties.
- 7.4.2. Use: Each Party may use or have used on its behalf without charge for its Defense Purposes all Contractor Project Foreground Information generated and delivered by Contractors of the other Party. The Party whose Contractors generate and deliver Contractor Project Foreground Information shall retain its rights of use thereto in accordance with the applicable Contract(s). Any sale or other transfer to a Third Party of Contractor Project Foreground Information, shall be subject to the provisions of Article XI (Third Party Sales and Transfers) of this Agreement.

7.5. Contractor Project Background Information

- 7.5.1. Disclosure: Any Contractor Project Background Information, (including information subject to proprietary rights) generated and delivered by Contractors shall be made available to the other Party provided the following conditions are met:
 - 7.5.1.1. such Contractor Project Background Information is necessary to or useful in the Project. The Party in possession of the information shall determine whether it is "necessary to" or "useful in" the Project;
 - 7.5.1.2. such Contractor Project Background Information may be made available without incurring liability to holders of proprietary rights; and
 - 7.5.1.3. disclosure is consistent with national disclosure policies and regulations of the furnishing Party.
- 7.5.2. Use: Contractor Project Background Information furnished by one Party's Contractors and disclosed to the other Party may be used without charge by the other Party for the project purposes only, and it may also be subject to further restrictions by holders of proprietary rights. The furnishing Party shall retain its rights with respect to such Contractor Project Background Information.

7.6. Alternative uses of Project Information

- 7.6.1. The prior written consent of each Party's Government shall be required for the use of any Project Foreground Information for purposes other than those provided for in this Agreement.
- 7.6.2. Any Project Background Information provided by one Party shall be used by the other Party only for the purposes set forth in this Agreement, unless otherwise consented to in writing by the providing Party's Government.
- 7.7. Proprietary Project Information
 - 7.7.1. All unclassified Project Information subject to proprietary interests shall be identified and marked, and it shall be handled in accordance with Article VIII (Controlled Unclassified Information). All classified Project Information subject to proprietary rights shall be so identified and marked.
 - 7.7.2. The provisions of the Agreement between the Government of the United States of America and the Government of France to Facilitate Interchange of Patent Rights and Technical Information for Defense Purposes, which was signed in Paris on March 12, 1957, shall apply to proprietary Project Information related to this Agreement.
- 7.8. Patents
 - 7.8.1. Where a Party owns title to a Project Invention, or has the right to receive title to a Project Invention that Party shall consult with the other Party regarding the filing of a Patent application for such Project Invention. The Party which has or receives title to such Project Invention shall, in other countries, file, cause to be filed, or provide the other Party with the opportunity to file on behalf of the Party holding title, or its Contractors, as appropriate, Patent applications covering that Project Invention. If a Party having filed or caused to be filed a Patent application decides to stop prosecution of the application, that Party shall notify the other Party of that decision and permit the other Party to continue the prosecution.
 - 7.8.2. The other Party shall be furnished with copies of Patent applications filed and Patents granted with regard to Project Inventions.
 - 7.8.3. The other Party shall acquire a non-exclusive, irrevocable, royalty-free license to practice or have practiced, by or on behalf of the Party, throughout the world for Defense Purposes, any Project Invention.
 - 7.8.4. Patent Applications that contain Classified Information to be filed under this Agreement shall be protected and safeguarded in accordance with the requirements contained in the Agreement Approving the Procedures for Reciprocal Filing of

Classified Patent Applications in the United States of America and France, of July 10, 1959, and its Implementing Procedures.

- 7.8.5. Each Party shall notify the other Party of any Patent infringement claims made in its territory arising in the course of work performed under this Agreement. Insofar as possible, the other Party shall provide information available to it that may assist in defending the claim. Each Party shall be responsible for handling all Patent infringement claims made in its territory, and shall consult with the other Party during the handling, and prior to any settlement, of such claims. The Parties shall share the costs of resolving Patent infringement claims in a manner they determine to be fair at the time the Patent infringement claim is resolved. The Parties shall, in accordance with their national laws and practices, give their authorization and consent for all use and manufacture in the course of work performed under the project of any invention covered by a Patent issued by their respective countries.